

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Robert Morales	Debtor(s)	CHAPTER 13
MIDFIRST BANK	Movant	
vs.		
Nilda Rodriguez	Co- Debtor(s)	NO. 17-17678 MDC
William C. Miller Esq.	Trustee	11 U.S.C. Section 362 and 1301

**MOTION OF MIDFIRST BANK  
FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER SECTION 362 AND THE CO-DEBTOR STAY UNDER SECTION 1301**

1. Movant is MIDFIRST BANK.
2. Debtor(s) and Co-Debtor, Nilda Rodriguez are the owners of the premises 4541 North 7th Street, Philadelphia, PA 19140, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$32,200.00 on the mortgaged premises that was executed on April 30, 1998. Said mortgage was recorded on May 4, 1998 at Book 1219, Page 492. The Mortgage was subsequently assigned to Movant by way of Assignment of Mortgage recorded on May 15, 2008, in Document ID 51906249 in Philadelphia County.
4. William C. Miller Esq., is the Trustee appointed by the Court.
5. Co-Debtor Nilda Rodriguez who has not filed for Bankruptcy in this case, is liable on the underlying mortgage loan together with the Debtor Robert Morales.
6. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
7. Debtor(s) and Co-Debtor have failed to make the monthly post-petition mortgage payments in the amount of \$308.40 for the months of December 2017 through February 2018 with monthly late charges at \$12.33 for the months of December 2017 through January 2018.

8. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$850.00 in legal fees and \$181.00 in legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

9. The total amount necessary to reinstate the loan post-petition is **\$949.86** (plus attorney's fees & costs).

10. Movant is entitled to relief from stay for cause.

11. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

12. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Kevin G. McDonald, Esquire

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